



## SERVICE AGREEMENT

Attn: National Service Support  
1309 East Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Date: 11/19/2008

Contract Number: S00001003190  
Contract Modifier: RN02-JUL-08 15:17:10  
Supercedes Agreement(s):

Company Name: FRISCO, CITY OF  
Attn:  
Billing Address: 6101 Frisco Square Blvd  
City, State, Zip: Frisco, TX 75034  
Customer Contact: Greg Ward  
Phone: (972)292-6150  
Fax:

Required P.O.: No  
Customer #: 1035780370  
Bill to Tag #: 0012  
Contract Start Date: 10/01/2008  
Contract End Date: 09/30/2009  
Anniversary Day: Sep 30th  
Payment Cycle: MONTHLY  
Tax Exempt: Exempt From All Taxes  
PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
53	SVC01SVC1220C	RADIO REPAIR SERVICE	\$ 1,329.20	\$ 15,950.40
	SVC27AA	ENH: XTS5000		
134	SVC469AA	ENH: RADIO REPAIR MTS2000		
36	SVC26AA	ENH: XTS2500		
62	SVC467AA	ENH: RADIO REPAIR MCS2000		
5	SVC511AA	ENH: RADIO REPAIR SPECTRA ASTRO CON		
43	SVC495AB	XTL5000 - MOBILE		
11	SVC506AB	XTS1500		
11	SVC688AD	XTL2500-END USER		
1	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE SITE(S)	\$ 4,218.23	\$ 50,618.76



SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR  
PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$ 5,547.43	\$ 66,569.16
Subtotal - One-Time Event Services	\$ .00	\$ .00
Total	\$5,547.43	\$66,569.16
Taxes	-	-
Grand Total	\$ 5,547.43	\$ 66,569.16

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING  
JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
DFW COMMUNICATIONS INC	IRVING	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	11/19/08
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
	(815) 762-5050	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

## **Service Terms and Conditions**

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1 APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2 DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3 ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

### **Section 4 SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

#### **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

#### **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8 PAYMENT**

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11 LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12 EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS

THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



**Statement of Work**  
**Prepared For :**

**FRISCO, CITY OF**  
**6101 FRISCO SQUARE BLVD**  
**FRISCO, TX 75034**



## Statement of Work

### Repair Service Advantage (Service Agreement)

#### End Users

##### 1.0 Description

Repair Service Advantage provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Repair Service Advantage includes service on standard mobile palm microphones and single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Repair Service Advantage excludes repairs to: optional accessories; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Repair Service Advantage.

Repair Service Advantage is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.



- 2.0 Motorola has the following responsibilities:
- 2.1 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
  - 2.2 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
  - 2.3 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
  - 2.4 Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
  - 2.5 Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
  - 2.6 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
  - 2.7 Perform covered services as requested by Customer on the Motorola repair request form.
  - 2.8 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.
- 3.0 Customer has the following Responsibilities:
- 3.1 Supply Motorola complete and accurate serial numbers and model description.
  - 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
  - 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
  - 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
  - 3.5 If desired, supply Motorola with a 3.5" backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
  - 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
  - 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
  - 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.



## Statement of Work

### SP - Local Repair with Onsite Response

Local Infrastructure Repair provides repair service of Equipment named on the Customer Equipment list by the Servicer. At the Servicer's discretion and responsibility, Equipment may be sent to Motorola, original equipment manufacturer, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

- 2.0 Motorola has the following responsibilities:
  - 2.1 Repair Equipment at the Servicer facility or Customer location to be determined by Motorola. Servicer is responsible for travel costs to a Customer location to repair Equipment.
  - 2.2 Perform the following on Motorola Equipment:
    - 2.2.1 Perform an operational check on the Equipment to determine the nature of the problem.
    - 2.2.2 Replace malfunctioning Components with new or reconditioned assemblies.
    - 2.2.3 Verify that Motorola Equipment is returned to Motorola manufactured specifications.
  - 2.3 Provide the following service on third party Infrastructure
    - 2.3.1 Perform diagnostic on select third party Infrastructure to determine whether there is an Equipment malfunction. If no malfunction is found, Equipment with no trouble found (NTF) will not be sent to third party vendor for repair.
    - 2.3.2 If a malfunction is found, ship select third party Infrastructure to the original equipment manufacturer or third party vendor for repair service.
    - 2.3.3 Coordinate and track third-party Infrastructure Equipment sent to the original equipment manufacturer or third party vendor for service.
  - 2.4 Reprogram Equipment where applicable to return Equipment to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a generic template will be used which will be provided by Servicer.
  - 2.5 Notify the Customer upon completion of repair.
  - 2.6 Properly package, return ship or hand deliver Equipment to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.
- 3.0 Customer has the following responsibilities:
  - 3.1 Contact Servicer and provide the following information:
    - 3.1.1 Provide customer name, address of site location, and symptom of problem
    - 3.1.2 Provide model description, model number, serial number, and type of System and Firmware version, if known.
  - 3.2 Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
  - 3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

### 1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician Response as determined by pre-defined severity levels set forth in Table C and Response times set forth in Table A in order to Restore designated equipment.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

- 2.0 Motorola has the following responsibilities:
- 2.1 Provide Customer access to a single phone number to request service continuously via one of the following communication methods: (telephone, answering service, pager, cellular phone).
- 2.2 Assign technical resources and provide estimated time of arrival (ETA) to Customer.
- 2.3 Respond to the Customer site per the Table A below.
- 2.4 Perform diagnostics on the Component /Field Replaceable Unit (FRU) /assembly
- 2.5 Restore the equipment by replacing defective Component/FRU/assembly:
- 2.5.1 FRU and assembly will be provided by Customer.
- 2.6 Call Customer upon restoration and request verification. If Customer cannot be contacted within twenty (20) minutes, the Servicer will be released from Customer site.
- 2.7 Provide the service ticket document to Customer when requested. Service ticket document should include the following:
  - 2.7.1 Resolution action.
  - 2.7.2 Provide defective FRU or part number (model #) used.
- 3.0 Customer has the following responsibilities:
- 3.1 Contact the Servicer when service is needed.
- 3.2 Contact the Servicer upon expiration of Response time goal.
- 3.3 Supply FRU or assembly as needed in order for Motorola to Restore the equipment as set forth in paragraph 2.5.1
- 3.4 Maintain and store any and all Software needed to Restore the System.
- 3.5 Upon being contacted by the Servicer requesting verification of a Restoration as described above in Section 2.6, respond to that request within twenty (20) minutes.
- 3.6 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide OnSite Infrastructure Response with Local Dispatch services to Customer.



## Statement of Work

### Definitions

#### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1 Box Unit Test: Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 Case: Electronic tracking document for requests for service through the System Support Center.
- 1.3 Case Status: Identifier of the status of a Case from beginning to end.
- 1.4 Component(s): Motorola new or refurbished parts of equal quality.
- 1.5 Configuration Change Support: A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleetmapping is not included in Configuration Change Support.
- 1.6 Connectivity: Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7 Continuously/Continuous: Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8 Customer: The end-user Customer as identified in the Agreement.
- 1.9 Customer Support Plan: A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10 Elements: Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11 Equipment: The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12 Enhanced System Support (ESS) Period: The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13 Event: An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14 Feature: A Software functionality
- 1.15 Federal Technical Center: A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16 Firmware: Software in object code form that is implanted or embedded in hardware.
- 1.17 FRU: Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18 Infrastructure: The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19 Infrastructure Depot Operations (IDO): A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20 Loaner: Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21 Maintenance: The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components,, and placing the Equipment back into operation.

- 1.22 MCNS: Mission Critical Network Services
- 1.23 Motorola Software: Software whose copyright is owned by Motorola or its affiliated company
- 1.24 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25 Notification: The point in time when the Customer contacts Motorola and requests service.
- 1.26 Optional Feature: An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27 Radio Support Center (RSC): A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28 Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29 Restore/Restoration/Restoral: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30 Servicer: A Motorola Authorized Service Station or Motorola Field Service personnel.
- 1.31 Severity Level: The degree of adverse impact of an issue or Event.
- 1.32 Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33 Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34 Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37 Start Date: Effective start date as listed on the Agreement.
- 1.38 System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39 System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40 System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41 System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43 Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44 Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45 Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46 Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47 Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48 Work Flow: A step-by-step process including instruction or direction for routing,

handling, and processing information at a given agency.

**Definitions**

*Approved by Motorola Contracts & Compliance 10-31-2006*